MORTGAGE RECORD No 43

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ORTGAGE Standard Form. JOURSAL Co., Printers, Binders and Blank Book Makers, Lagrence, K This Indenture, Made this 20 - day of fuly in the year of our Lord, mareteen Kelen S. Strugh and undred seven between h J. R. Strugh here husband of aurence in the County of Dogglas and State of Kansas, of the first part, and The Capples State Bank of Lawrence - Lans as of the second part: Witnessein. That the said part 250 the first part, in consideration of the sum of Three thousand dollars. Dollars. to There duly paid, the receipt of which is hereby acknowledged, ha v. Ssold, and by these presents do _____grant, bargain, sell and mortgage to the said part 4. of the second part ______ heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit: 200 - numbered one hundred mill eight (197) Ohio street Kaurence Kansas. with all the appurtenances, and all the estate, title and interest of the said part/sSI the first part therein. And the said Parties of the first part _____ do _ hereby covenant and agree that at the delivery hereof they are the lawful owner for the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances _____ . This Grant is intended as a Mortgage to secure the payment of the sum of three thousand dollars certain szarte this day executed according to the terms of and delivered by the said farties of the first fart to the said part y of the second part and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part _____of the second part, _____executors, administrators and assigns, at 5 any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the 5 overplus, if any there be, shall be paid by the part making such sale, on demand, to said felen I strugh 61 N ace heirs and assigns. IN WITNESS WHEREOF, The said part Whol the first part hav-Schereunto set that and Fand seal the day and year first above X belen & Stough . J. H. Sthight written. [SEAL.] XR Signed, Sealed and Delivered in Presence of [SEAL.] 0 [SEAL.] STATE OF KANSAS, SS. Cowley County -24-Luly____A. D. 1907, before me BE IT REMEMBERED, That on this _day of ___ a Notary Public in, and for said County and State, came C. S. Noseberry LA Stough her Allen J. to me personally known to be the same husband, A person 5 who executed the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and C. S. Moseberry Public. year last above written. My Commission Expires Junce 19- 1911 day of ang A. D. 1727, at foclock I. M. fall Control Register of Deeds. Filed for Record the